

1 BILL NO. S-86-03-35

2 SPECIAL ORDINANCE NO. S-Withdraw

3 AN ORDINANCE CONFIRMING THE CITY'S
4 COMMITMENT TO COLLECTIVE BARGAINING
5 AND NEGOTIATION WITH ITS EMPLOYEES

6 W I T N E S S E T H:

7 WHEREAS, the City has previously committed itself to
8 collective bargaining with its employees as so stated in a prior
9 ordinance cited now as Section 20-16(d) of the Municipal Code of
10 the City of Fort Wayne, Indiana. This provision of the Municipal
11 Code applies to all city employees and provides as follows:

12 "It is the policy of the City of Fort Wayne to
13 insure meaningful and conscientious collective
14 bargaining which results in fair and equitable
15 wages for all employees of the City."

16 WHEREAS, such commitment to collective bargaining is
17 further evidenced by the fact that the City currently recognizes
18 and has labor agreements with nine different labor organizations
19 three of which operate in the safety sector and six unions which
20 operate in the non-safety sector those unions being: Firemen and
Oilers; IAM; IBEW; OPEIU; IUOE; and Teamsters;

21 WHEREAS, as stated herein, each such labor organization,
22 as herein referred to, has a signed labor agreement with the City
23 which provides for: a defined bargaining unit of representation;
24 grievance and negotiation procedures; and all other bargainable
25 matters with respect to terms and conditions of those employees
26 represented by each such labor organization;

27 WHEREAS, the City has and continues to bargain collec-
28 tively with each such labor organization with respect to terms
29 and conditions of employment, including wages, regarding the
30 employees that each such labor organization represents;

31 WHEREAS, labor organizations with which the City
32 bargains and negotiates represents approximately 80% of the

1 City and City Utilities employees of this city.

2 WHEREAS, each labor agreement as executed by and between
3 the City and each respective labor organization provides for
4 mutually agreed upon administrative steps to settle disputes as to
5 contractual interpretations, these administrative steps including
6 the right to arbitration over contractual disputes;

7 WHEREAS, state law requires that wages for all City
8 employees be ultimately approved by the Common Council;

9 WHEREAS, each such labor agreement requires good faith
10 bargaining and negotiation with respect to the establishment of
11 terms and conditions of employment including wages; and

12 WHEREAS, the City and the Common Council are desirous of
13 reconfirming and codifying the City's commitment to collective
14 bargaining and negotiation with its employees in a fashion that
15 is fiscally responsible, reasonable, fair and equitable to the
16 public and the employees of this City.

17 NOW THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF
18 THE CITY OF FORT WAYNE, INDIANA, AS FOLLOWS:

19 SECTION 1. APPLICATION: This ordinance shall apply to
20 all non-confidential, non-supervisory, and non-exempt employees
21 of the City and its Utilities (other than safety employees of the
22 City) who are presently represented by labor organizations or
23 who subsequently desire to be so represented. For purposes
24 hereof "safety" employees shall be police and fire employees who
25 are covered by separate local legislation.

26 SECTION 2. RIGHTS OF EMPLOYEES: City employees shall
27 have the right to bargain collectively with and to be represented
28 by such labor organization or organizations as so selected by a
29 majority of City employees in an appropriate bargaining unit.
30 "Appropriate bargaining unit" shall be defined, for purposes
31 herein, as a group of employees experiencing a commonality of
32 work and job function.

SECTION 3. RATIFICATION OF PRESENT RECOGNITION: In acknowledgment of the fact that the City presently recognizes and has labor agreements with six separate non-safety unions, the City does hereby ratify its recognition of these six organizations. Such organizations are deemed to be the exclusive labor representatives of the employees they represent and such exclusive recognition is hereby ratified and confirmed. These labor organizations are: Firemen and Oilers; IAM; IBEW; OPEIU; IUOE; and Teamsters.

This ratification, as made in this Section 3, shall not be construed as a waiver or admission by the City with respect to any present or future contract disputes that the City may have with any such labor organization.

SECTION 4. RATIFICATION OF PRESENT LABOR AGREEMENTS:

Inasmuch as the City currently has six non-safety labor agreements to which it is a party, such labor agreements are hereby ratified and confirmed. Such confirmation of existing labor agreements for the six unions herein referred to shall not be construed as a waiver or admission by the City with respect to any present or future contract disputes the City may have with any such labor organization. Furthermore, such confirmation does not extend any labor agreement beyond the term thereof as stated therein nor does such confirmation imply that any lapsed labor agreement is effective.

SECTION 5. MAJORITY STATUS: The City's commitment, as restated herein, is to allow for collective bargaining and effective negotiation with its employees. Such collective bargaining and negotiation shall occur by and between the City and a labor organization so selected as the exclusive representative of employees in a bargaining unit. The six non-safety unions herein referred to have previously achieved such exclusive representation status by an affirmation of a majority of the employees

1 within the appropriate bargaining units. Such recognition by the
2 City shall be withdrawn only in the event that the City receives
3 written confirmation from a majority of the employees in a par-
4 ticular bargaining unit as to their preference not to be so
5 represented. Such group of employees shall be free to select a
6 new exclusive labor representative which shall become such upon
7 submission to the City of written proof that at least a majority
8 of the employees within the bargaining unit so prefer such new
9 representation. Provided, however, that no de-authorization
10 shall be effective while the labor organization has a labor
11 agreement with the City that is in full force and effect.

12 SECTION 6. PAYROLL DEDUCTION: The City shall, upon
13 written receipt of authorization from a City employee, deduct
14 from the pay of such employee any fee designated or certified by
15 the appropriate officer of the employee's labor organization and
16 remit those fee or fees to the employee's organization. To
17 revoke such authorization employees shall provide a written revo-
18 cation to the City's Labor Director.

19 SECTION 7. AGENCY SHOP PROVISIONS: Existing labor
20 agreements by and between the City and the six non-safety unions
21 provide for agency shop provisions under which an employee within
22 a bargaining unit is required to either join the labor organiza-
23 tion or to pay dues. Such agency shop provisions are hereby
24 ratified provided, however, that such agency shop provisions may
25 be declared to be non-binding in the event the City receives
26 written indication from thirty percent of the employees in such a
27 bargaining unit.

28 SECTION 8. NEGOTIATION PROCESS. It shall be the obli-
29 gation of the City and the applicable labor organizations to meet
30 and bargain in good faith for collective bargaining purposes. To
31 insure effective collective bargaining, as much as is possible,
32 and to further expedite the collective bargaining process the

following negotiation procedure shall be utilized:

(a) To initially commence collective bargaining the parties shall follow the terms and conditions of their labor agreement with respect to notifications regarding the intent and desire to negotiate. The parties shall attend and collectively bargain in good faith at all negotiation meetings that may be required under each such collective bargaining agreement. This requirement to initially meet and negotiate shall include three mandatory collective bargaining sessions between the parties, such meetings all to take place within thirty calendar days after initial notification as provided by one party to the other concerning the commencement of collective bargaining;

(b) If after exhaustion of step (a) above, the parties have not reached an agreement, the parties will still be obligated to bargain in good faith. In that regard the parties shall be required to have at least two bargaining sessions within a fourteen calendar day period beginning upon the completion of the thirty calendar day period referenced in sub-paragraph (a) above;

(c) If impasse still exists after steps (a) and (b) above, then the parties shall continue to confer and meet for purposes of collective bargaining and the parties shall utilize a three member panel mediation committee. The three member panel shall be appointed as follows: a representative designated by the Mayor, such representative not previously involved in the collective bargaining process with the City and the union in question; a representative designated by the union, such representative not previously involved in the collective bargaining process with the City and the union in question; and a representative as designated by the Common Council not previously involved in

the collective bargaining process with the City and the union in question. Members of the panel shall serve without compensation. The three member panel shall perform mediation functions between the parties and shall be utilized to define the differences between the parties; their respective positions; and to evaluate each such position only in light of certain factors those being: wage increases given to other City employees; affordability to the City; and comparisons with similar employees within other cities of the second class in the State of Indiana and local public employees. The three member panel shall have the right to meet with either side alone or with both sides and further require meetings between the parties for purposes of collective bargaining. Such mediation process under this sub-paragraph (c) shall occur for a period of thirty calendar days.

The time limits and other requirements as referenced in subparagraphs (a), (b) and (c) may be altered or changed by mutual agreement of the City and the appropriate labor organization. The requirements to bargain and negotiate as herein referenced in this Section 8 shall not impose upon either side the duty to bargain over issues that are part and parcel of a collective bargaining agreement that have not expired. That is, unlike wages which must be negotiated annually, certain terms and conditions contained in a collective bargaining agreement will have a duration of greater than one year. If the term for such issues has not elapsed, then there shall be no requirement to bargain over same.

In addition, during steps (a), (b) and (c) both parties shall adhere to the terms and conditions of the collective bargaining agreement even though same may have expired on its face. That is, such agreement shall be deemed to be in full

1 force and effect during steps (a), (b) and (c) and the City shall
2 not have the right to terminate the agreement during such period
3 nor the right to unilaterally change the terms and conditions
4 thereof including the payment of wages. Likewise, the union
5 shall be obligated to follow the terms and conditions of the
6 appropriate collective bargaining agreement during such steps.

7 SECTION 9. ECONOMIC RE COURSE: After completion of
8 steps (a), (b) and (c), as contained in Section 8 above and an
9 impasse still exists, both parties are urged to continue collec-
10 tive bargaining in hopes of reaching a settlement. Unless time
11 limits are mutually extended by the parties, each party shall
12 have rights as contained in this Section 9. Either party shall
13 have the right to terminate the collective bargaining agreement
14 by serving written notice upon the other with a copy of same
15 being given to the three member panel. Such notice shall indi-
16 cate that the notifying party is desirous of terminating the
17 labor agreement, specifying in the notice the date upon which
18 termination shall occur, such date being no less than seven days
19 from date of giving of notice. During this seven day period, the
20 parties shall attempt to meet and confer. In addition, the three
21 member panel shall have the right within such seven day period or
22 other longer notice period, if so provided, to require the par-
23 ties to meet and negotiate one additional time within the notice
24 period. Upon the lapsing of the notice period the union may
25 resort to appropriate economic recourse including but not limited
26 to the right to strike. Such strike must be duly sanctioned by
27 the labor organization and any and all such picketing associated
28 with the strike shall be off work premises. The right to strike
29 shall not include a right to a slow down at work but rather a
30 striking employee shall be required to leave work. Appropriate
31 rules governing strikes and picketing with respect to peace-
32 fulness; access to City property; and private property shall be

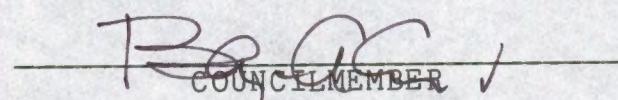
1 observed. In the event a labor agreement is terminated as
2 herein provided, the City shall no longer, at its option, be
3 bound by the labor agreement. In addition, and to insure the
4 proper and prompt provision of governmental services, the City
5 shall have the right to replace and/or terminate any such
6 striking employees or other employees who are absent from work
7 without authorization in conjunction with the labor dispute bet-
8 between the parties. The City shall also have the right to directly
9 appeal to the membership of the union concerning the City's
10 contractual offers.

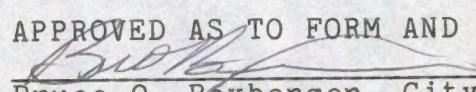
11 SECTION 10. Severability: If any term or provision of
12 this ordinance is deemed to be unenforceable, illegal or
13 unconstitutional or otherwise invalid as so deemed by a court of
14 competent jurisdiction, then the remaining provisions of this
15 ordinance shall not be affected thereby.

16 SECTION 11. Construction: This agreement shall be
17 construed in accordance with the laws of the State of Indiana and
18 this ordinance shall not deem to apply to the City or any labor
19 organization or employee, any federal or state law not otherwise
20 applicable.

21 SECTION 12. COMMON COUNCIL APPROVAL: Notwithstanding
22 anything herein to the contrary, all decisions in regards to
23 annual pay and monetary fringe benefits shall be subject to
24 approval by the Common Council, in accordance with budgetary
25 guidelines, as provided by I.C. 36-4-7-3.

26 SECTION 13. EFFECTIVE DATE: This ordinance shall be in
27 full force and effect commencing January 1, 1987, assuming same
28 has been passed by the Common Council and duly approved by the
29 Mayor.

30 
31 COUNCILMEMBER

32 APPROVED AS TO FORM AND LEGALITY.
33 
34 Bruce O. Boxberger, City Attorney
35 Dated this _____ day of _____, 1986.

Read the first time in full and on motion by Eisbart,
seconded by Stier, and duly adopted, read the second time
by title and referred to the Committee Regulations (and the City
Plan Commission for recommendation) and Public Hearing to be held after
due legal notice, at the Council Chambers, City-County Building, Fort Wayne
Indiana, on _____, the _____ day of _____, 19_____, at _____ o'clock M., E.E.

DATE: 3-25-86

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by _____
seconded by _____, and duly adopted, placed on its
passage. PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	_____	_____	_____	_____	_____
<u>BRADBURY</u>	_____	_____	_____	_____	_____
<u>BURNS</u>	_____	_____	_____	_____	_____
<u>EISBART</u>	_____	_____	_____	_____	_____
<u>GiaQUINTA</u>	_____	_____	_____	_____	_____
<u>HENRY</u>	_____	_____	_____	_____	_____
<u>REDD</u>	_____	_____	_____	_____	_____
<u>SCHMIDT</u>	_____	_____	_____	_____	_____
<u>STIER</u>	_____	_____	_____	_____	_____
<u>TALARICO</u>	_____	_____	_____	_____	_____

DATE: _____

SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort
Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)
(SPECIAL) (ZONING MAP) ORDINANCE (RESOLUTION) NO. _____
on the _____ day of _____, 19_____,

ATTEST: (SEAL)

SANDRA E. KENNEDY, CITY CLERK

PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana,
on the _____ day of _____, 19_____,
at the hour of _____ o'clock _____ M., E.S.T.

SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this _____ day of _____,
19_____, at the hour of _____ o'clock _____ M., E.S.T.

WIN MOSES, JR., MAYOR

FACT SHEET

G-85-11-64

BILL NUMBER**Division of Community
Development & Planning**

<u>BRIEF TITLE</u>	<u>APPROVAL DEADLINE</u>	<u>REASON</u>	
Street Vacation Ordinance			
DETAILS		POSITIONS	RECOMMENDATIONS
Specific Location and/or Address Portion of Wabash Avenue		Sponsor City Plan Commission	
Reason for Project WITHDRAWN AT THE REQUEST OF PETITIONER'S ATTORNEY		Area Affected City Wide Other Areas	
Discussion (Including relationship to other Council actions)		Applicants/ Proponents Tokheim Corporation City Department Other	
		Opponents Groups or Individuals Basis of Opposition	
		Staff Recommendation <input type="checkbox"/> For <input type="checkbox"/> Against Reason Against	
		Board or Commission Recommendation By <input type="checkbox"/> For <input type="checkbox"/> Against <input type="checkbox"/> No Action Taken <input type="checkbox"/> For with revisions to condition (See Details column for condition)	
CITY COUNCIL ACTIONS (For Council use only)		<input type="checkbox"/> Pass <input type="checkbox"/> Other <input type="checkbox"/> Pass (as amended) <input type="checkbox"/> Hold <input type="checkbox"/> Council Sub. <input type="checkbox"/> Do not pass	

DETAILS**POLICY/ PROGRAM IMPACT**

Policy or Program Change	<input type="checkbox"/> No	<input type="checkbox"/> Yes
Operational Impact Assessment		

(This space for further discussion)

Project Start**Date** October 1, 1985**Projected Completion or Occupancy****Date** May 20, 1986**Fact Sheet Prepared by****Date** May 20, 1986**Reviewed by**
Patricia Biancaniello**Date** May 20, 1986**Reference or Case Number**
*Gary Burton**May 21, 1986*

BILL NO. S-86-03-35

Hold
Withdrawn

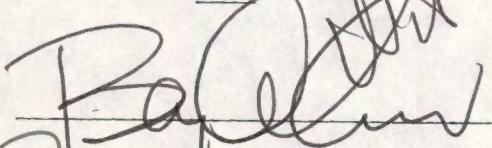
REPORT OF THE COMMITTEE ON REGULATIONS

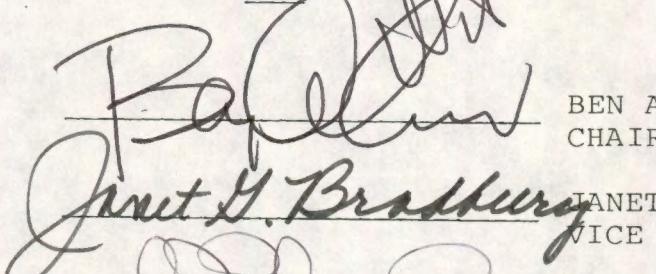
WE, YOUR COMMITTEE ON REGULATIONS TO WHOM WAS
REFERRED AN (ORDINANCE) (RESOLUTION) CONFIRMING THE CITY'S
COMMITMENT TO COLLECTIVE BARGAINING AND NEGOTIATION WITH THE
EMPLOYEES

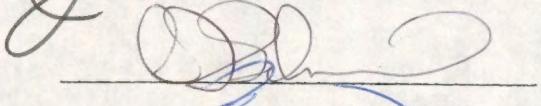
HAVE HAD SAID (ORDINANCE) (RESOLUTION) UNDER CONSIDERATION AND BEG
LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE)
(RESOLUTION)

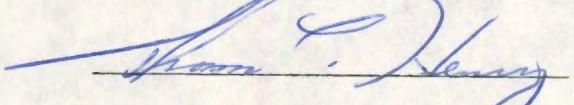
YES

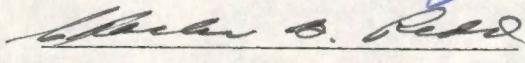
NO


BEN A. EISBART
CHAIRMAN


JANET G. BRADBURY
VICE CHAIRWOMAN

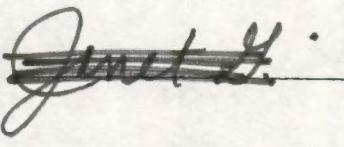

DONALD J. SCHMIDT


THOMAS C. HENRY


CHARLES B. REDD

CONCURRED IN

527-86


SANDRA E. KENNEDY
CITY CLERK